



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

June 17, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES: APPROVAL OF STATE OF CALIFORNIA,  
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT AGREEMENTS  
FOR REGISTERED NURSING EDUCATION PROGRAM  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to accept grants and sign agreements with the State of California, Office of Statewide Health, Planning and Development for the Los Angeles County College of Nursing and Allied Health and the Healthcare Workforce Development Program.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Interim Director of Health Services, or his designee, to sign State Agreement No. 08-9060 with the State of California, Office of Statewide Health Planning and Development (OSHPD) to accept a \$200,000 grant for the Los Angeles County College of Nursing and Allied Health (CONAH) and the Healthcare Workforce Development Program (HCWDP) to support the education of ten registered nursing students, effective July 1, 2008 through June 30, 2010.
2. Approve and authorize the Interim Director, or his designee, to sign State Agreement No. 08-9061 with OSHPD to accept an \$87,500 grant for CONAH and HCWDP to prepare students to successfully pass the National Council of Licensing Exam (NCLEX) through the Designed to Succeed NCLEX Review Program (DSNRP), effective July 1, 2008 through June 30, 2010.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Board approval of the recommended actions will enable the Department of Health Services (DHS or Department) to provide educational support to ten registered nursing students and a comprehensive NCLEX Review Program for the Los Angeles County CONAH and the HCWDP. This sponsored program will assist nursing graduates, who will work in DHS facilities, to become registered nurses.

### **Implementation of Strategic Plan Goals**

These actions support Goal 2, Workforce Excellence of the County Strategic Plan to enhance the quality and productivity of County workforce.

### **FISCAL IMPACT/FINANCING**

The \$287,500 in grant funds from the OSHPD will be used over a two year period, July 1, 2008 through June 30, 2010.

State Agreement No. 08-9060, Exhibit I, awards a total of \$200,000 for the training of ten nursing students. State Agreement No. 08-9061, Exhibit II, awards a total of \$87,500 for the NCLEX Review Program.

Funding will be requested in the Department's Fiscal Year 2008-09 Supplement Budget Resolution.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The CONAH and HCWDP applied for the grants on November 15, 2007 and received notification of the award on February 7, 2008. CONAH and HCWDP will collaboratively conduct the programs and jointly administer the State grants. The grants will augment the capacity of both entities to support additional instructors and educational equipment and supplies for CONAH and HCWDP students. The grants include preparation for ten nursing students who are underrepresented minorities in the nursing profession and who choose to serve as nurses in medically underserved communities, as well as NCLEX Review Program support for contracted nurse instructors and instructional materials for DSNRP. Upon successfully completing training and obtaining necessary licensure, the registered nurse students will be eligible for appointment to fill vacant staff nursing positions in DHS hospitals.

Honorable Board of Supervisors  
June 17, 2008  
Page 3

On June 29, 2006, your Board approved the first OSHPD grant to prepare students to successfully pass the NCLEX exam through the DSNRP, effective July 1, 2006 to June 30, 2008. To date, 199 participants have enrolled in the NCLEX program. Of the 172 who have completed the program, 154 have passed the NCLEX Board exam for a pass rate of 89.5 percent.

County Counsel has reviewed and approved Exhibits I and II as to form.

Attachment A is the Grant Management Statement for grant awards exceeding \$100,000.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations ensures that the Department continues to sponsor DHS employees in nursing training programs with the condition that successful participants work for DHS facilities as registered nurses. This recommendation will increase the number of training opportunities available for DHS employees who are interested in becoming registered nurses.

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SRH:SAS  
MLM:LT:yb

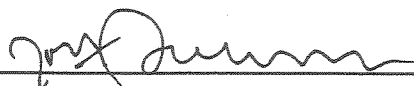
Attachments (3)

c: County Counsel  
Interim Director, Department of Health Services

**Los Angeles County Chief Executive Office  
Grant Management Statement for Grants \$100,000 or More**

<b>1. Department:</b> County of Los Angeles College of Nursing and Allied Health – Dept of Health Services		
<b>2. Grant Project Title and Description</b>		
<b>TITLE:</b> Registered Nursing Education Program – Capitation <b>DESCRIPTION:</b> Support the education of ten students per year who are from underrepresented ethnic groups and who will work with medically underserved communities upon graduation		
<b>3. Funding Agency</b>	<b>Program (Fed. Grant #/State Bill or Code #)</b>	<b>Grant Acceptance Deadline</b>
State of CA - OSHPD	State - No 08-9060	
<b>4. Total Amount of Grant Funding: \$200,000</b> <b>County Match: N/A</b>		
<b>5. Grant Period: two fiscal years</b>	<b>Begin Date: 7/1/08</b>	<b>End Date: 6/30/10</b>
<b>6. Number of Personnel Hired Under This Grant:</b>	<b>Full Time: None</b>	<b>Part Time: None</b>
<b>7. Obligations Imposed on the County When the Grant Expires</b>		
Will all personnel hired for this program be informed this is a grant-funded program?	Yes___	No <u>x</u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes___	No <u>x</u>
Is the County obligated to continue this program after the grant expires?	Yes___	No <u>x</u>
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes <u>x</u>	No___
b.) Identify other revenue sources (describe below)	Yes___	No <u>x</u>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes___	No <u>x</u>
<b>8. Impact of additional personnel on existing space:</b>		
N/A		
<b>9. Other requirements not mentioned above:</b>		
N/A		

Department Head Signature



Date: 5-30-08



## Office of Statewide Health Planning and Development



Administrative Services Division  
400 R Street, Suite 359  
Sacramento, California 95811-6213  
(916) 326-3200  
Fax (916) 322-2530  
[www.oshpd.ca.gov](http://www.oshpd.ca.gov)

March 10, 2008

Los Angeles County Department of Health Services  
313 N. Figueroa Street, Room 912  
Los Angeles, CA 90012  
Attn: Nancy Miller

Subject: Agreement Number 08-9060

In an effort to streamline the way the State of California conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of agreement language and documentation. You will note that in the new format of the Standard Agreement (STD 213), a copy of the General Terms and Conditions (GTC) is not provided. The GTC are available on the Internet at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language) and may be downloaded and printed for your files. However, if you do not have Internet capabilities, you may request a hard copy by contacting the person listed in the paragraph below.

**Complete the following item(s) and return to the undersigned at the address stated above.**

- ☒ Standard Agreement (STD 213) with attached exhibits. Sign the first page of each standard agreement package (STD 213) enclosed. Keep 1 copy for your records and return remaining documents for further processing. If there are changes to your name, address, etc. you must "initial" any changes made to avoid the contracts being returned and causing a delay.
- ☒ Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.
- ☒ Contractor Certification Clauses (CCC). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. It is available on the Internet site referenced in paragraph one above. Please sign and return the first page of the current CCC. Failure to do so will prohibit the State of California from doing business with your company.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. Expeditious handling of this Agreement is appreciated. For inquiries regarding this Agreement, please contact the Program with whom your contract has been negotiated, or the undersigned at (916) 326-3211.

Sincerely,

*Sylvia Britt*

Sylvia Britt  
Business and Contract Services  
Enclosure(s)



AGREEMENT NUMBER

**08-9060**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Office of Statewide Health Planning and Development

CONTRACTOR'S NAME

Los Angeles County Department of Health Services

2. The term of this Agreement is: 07/01/2008 through 06/30/2010

3. The maximum amount of this Agreement is: \$ 200,000.00  
Two Hundred Thousand Dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 1 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit C\* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 2 page(s)



Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 4 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Department of Health Services

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

313 North Figueroa Street, Room 912  
Los Angeles, CA 90012

**STATE OF CALIFORNIA**

AGENCY NAME

Office of Statewide Health Planning and Development

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Patty Nelson, Interim Contract Services Manager

ADDRESS

400 R Street, Room 359, Sacramento, Ca 95811

California Department of General  
Services Use Only

☐ Exempt per:

## EXHIBIT A

**SCOPE OF WORK**

## 1. Contractor agrees to the following:

- A. Los Angeles County College of Nursing and Allied Health shall meet the Registered Nursing Standards adopted by the California Healthcare Workforce Policy Commission (CHWPC) and perform services in accordance with the Contract Criteria as set forth in Exhibit E, hereby attached.
- B. Under the direction of the Program Director of the Los Angeles County College of Nursing and Allied Health Registered Nursing Education Program provide nursing education for ten (10) nursing students in the 07-01-2008 to 06-30-2009 fiscal year and ten (10) nursing students in the 07-01-2009 to 06-30-2010 fiscal year.
- C. Submission of a progress report evaluating the program's effectiveness after one (1) year of the award date.
- D. Submission of a complete final report including data outcomes on the special program at the end of the Contract period.

## 2. OSHPD agrees to provide:

- A. The Program Director of the Registered Nursing Education Program, the current fiscal year's (07-01-2008 to 06-30-2009) master certification form and instructions by September 30<sup>th</sup> of the fiscal year.
- B. Direct all Contract inquiries to:

Requesting Agency: OSHPD	Contractor Name: Los Angeles County Department of Health Services
Name: Manuela Lachica, Program Director	Name: Nancy Miller, Contracts Officer
Phone: (916) 326-3752	Phone: (323) 226-6511
Fax: (916) 322-2588	Fax: (323) 226-6427
E-mail: <a href="mailto:mlachica@oshpd.ca.gov">mlachica@oshpd.ca.gov</a>	E-mail: <a href="mailto:nmiller@lacusc.org">nmiller@lacusc.org</a>

The project representatives during the term of this Contract will be:

Requesting Agency: OSHPD	Training Program: Los Angeles County College of Nursing and Allied Health
Section/Unit: Healthcare Workforce Development Division (HWDD)	Section/Unit: Registered Nursing Education Program
Attention: Terrie Smith, Program Analyst	Attention: Nancy Miller, Program Director
Address: 400 R Street Sacramento, CA 95811	Address: 1237 North Mission Road Los Angeles, CA 90033
Phone: (916) 326-3754	Phone: (323) 226-6511
Fax: (916) 322-2588	Fax: (323) 226-6427
E-mail: <a href="mailto:tsmith@oshpd.state.ca.us">tsmith@oshpd.state.ca.us</a>	E-mail: <a href="mailto:nmiller@lacusc.org">nmiller@lacusc.org</a>

## EXHIBIT B

**BUDGET DETAIL AND PAYMENT PROVISIONS****1. Payment**

- A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications as specified in this Article, Item C., OSHPD agrees to compensate Los Angeles County Department of Health Services in accordance with the rates specified herein.
- **\$833.00 (Eight hundred thirty three dollars)**, per ADN student per month from 07-01-2008 to 02-28-2009 and  
**\$834.00 (Eight hundred thirty four dollars)**, per ADN student per month from 03-01-2009 to 06-30-2009; up to a total of \$100,000.00 for ten (10) students for fiscal year 2008/09.
  - **\$833.00 (Eight hundred thirty three dollars)**, per ADN student per month from 07-01-2009 to 02-28-2010 and  
**\$834.00 (Eight hundred thirty four dollars)**, per ADN student per month from 03-01-2010 to 06-30-2010; up to a total of \$100,000.00 for ten (10) students for fiscal year 2009/10.
- B. The term of this agreement shall be July 1, 2008 through June 30, 2010.
- C. Quarterly certifications shall include the Contract Number, the names of the students supported under this Contract, and a certification by the Program Director of the Registered Nursing Education Program (original signature) that each student was engaged in activities authorized by this Contract. These documents shall be submitted on a quarterly basis in arrears to:
- Terrie Smith, Program Analyst  
Song-Brown Training Program  
Office of Statewide Health Planning and Development  
400 R Street, Room 330  
Sacramento, CA 95811
- D. Contractor shall submit a final certification within 120 days after the Contract has ended (i.e., Contract ends June 30<sup>th</sup>, final certification is due by October 30<sup>th</sup>). If contractor fails to submit a final certification within 120 days after the Agreement has ended, the monies revert back to OSHPD.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the OSHPD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the OSHPD shall have the option to either cancel this Contract with no liability occurring to the OSHPD, or offer a Contract amendment to Contractor to reflect the reduced amount.



## EXHIBIT D

**SPECIAL TERMS AND CONDITIONS****1. RESOLUTION OF CONTRACT DISPUTES:**

Any dispute arising under this agreement, which cannot be resolved at the State Program Administrator level nor at the Director's level of the Department (OSHPD) signing this contract shall be submitted to non-binding arbitration after the following process, has been completed:

- (A) The Contractor first discusses a problem informally with the Song Brown Health Care Workforce Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce and Community Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.
- (B) The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the findings and decision.
- (C) Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to binding arbitration.
- (D) Binding Arbitration
  - (1) At the option of the parties, binding arbitration of a dispute of grievance may be sought. Each party shall provide written notice to the other of an intention to exercise this provision. Both parties must agree to submit to arbitration. The dispute or grievance shall be resolved by a panel of three (3) experts in the particular field of dispute. Each party shall have the right to select one (1) panelist. If the party does not exercise that right within ten (10) working days after written agreement to submit to arbitration, the other party may select one (1) additional panelist. The selected panel will then select a third member.
  - (2) The panel shall set a hearing day, time and place convenient to both parties within thirty (30) working days of panel selection. Each party shall submit a written statement to the panel and the opposing party issues and arguments to be presented within five (5) working days of the hearing date. The hearing shall be informal with an opportunity for both parties to present their arguments. A court reporter may be present at the expense of the requesting party. The panel shall provide the parties with a written decision within thirty (30) working days of the hearing. The decision shall be binding to parties.

**EXHIBIT D**

- (3) The costs of the arbitration panel shall be borne equally by the parties. At the option of the parties, these costs may be deducted from any balance of the contract funds. Both parties must agree, in writing, to utilize contract funds to reimburse the arbitration.

## EXHIBIT E

**ADDITIONAL PROVISIONS****1. Registered Nurse Standards Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.**

- I. Each Registered Nursing Education Program approved for funding under the Health Care Workforce Training Act (hereinafter "the Act") shall be operated by an accredited California School of Nursing or shall be approved by the Regents of the University of California or by the Trustees of the California State University and Colleges, or the Board of Governors of the California Community Colleges, and shall be approved by the Board of Registered Nursing pursuant to Section 2834-2837, Article 8, Chapter 6, Div. 2, of the Business and Professions Code.
- II. Each Registered Nursing Education Program approved for funding under the Act shall include a component of clinical experience and curriculum in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare nurses for service in such neighborhoods or communities.
- III. Appropriate strategies shall be developed by each nursing education institution receiving funds under the Act to encourage nursing students who are educated in programs funded by the Act to enter into practice in underserved areas for nurses within California as defined by the Healthcare Workforce Policy Commission (hereinafter referred to as "areas of unmet need"). Such strategies shall incorporate the following elements:
  - A. An established procedure to identify, recruit, and admit nursing students who possess characteristics which would suggest a predisposition to practice in areas of unmet need, and who express a commitment to serve in areas of unmet need.
  - B. An established counseling and placement program designed to encourage nursing program graduates to enter practice in underserved areas.
  - C. A program component such as a preceptorship experience in an underserved area, which will enhance the potential of nursing program graduates to practice in such an area.

**2. Registered Nursing Contract Criteria Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.**

- I. Contract Awards
  - A. Each contract entered into, pursuant to the Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et., (hereinafter "the Act"), shall be based on the recommendation of the Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the Healthcare Workforce Policy Commission official minutes.

EXHIBIT E

- B. Each contract shall be for a purpose authorized by the Healthcare Workforce Policy Commission Standards for Registered Nursing Education Programs.
- C. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the Healthcare Workforce Policy Commission Standards for Registered Nursing Education Programs.
- D. Purpose for Which Contract Funds May be Expended
  - 1. Contract funds may be expended for any purpose which the educational institution judges will most effectively advance the education of nursing students, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the nursing education institution.
  - 2. Contract funds may be used for expenses incurred for the provision of nursing education, including faculty and staff salaries, nursing student stipends, alterations and renovations necessary to the provision of the nursing education programs, and supplies and travel directly related to the nursing education program.
  - 3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract.

II. Contract Terms

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the contract, which shall be in accordance with recommendations of the Healthcare Workforce Policy Commission.
- B. Payment shall be made quarterly in arrears on the basis of amounts set forth by the Contractor with final invoice submitted within 120 days of contract's end to the Healthcare Workforce and Community Development Division. The invoice shall include the name of the person employed under this contract, certification by the Program Director that the person was engaged in activities authorized by this agreement, and costs to the Contractor for the services for which reimbursement is sought. The required invoice format shall be provided to the Contractor prior to the effective date of the Contract.
- C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the Healthcare Workforce Policy Commission. Transfer of funds between budget categories is permitted only with express written permission of the Deputy Director of the Healthcare Workforce and Community Development Division, and only when not prohibited by other provisions of these Contract Criteria.

## EXHIBIT E

## III. Accounting Records and Audits

## A. Accounting

Accounting for contract funds will be in accordance with the education institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Education institutions may elect to commingle capitation funds received under the Act with any other income available for operation of the nursing education program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

1. The accurate and timely separate identification of funds received under the Act.
2. The separate identification of expenditures prohibited by the contract criteria.
3. An adequate record of proceeds from the sale of any equipment purchased by funds received under the Act.

## B. Expenditure Reporting

Reports of nursing education program expenditures and enrollment of nursing students under the contract must be submitted as requested by the Commission or the Director of the Office of Statewide Health Planning and Development for purposes of program administration, evaluation, or review.

## C. Record Retention and Audit

1. The education institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
2. The education institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
3. The education institution agrees to make available at the office of the education institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.

**EXHIBIT E**

4. The education institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
  - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the education institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the education institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two years following the last day of the month or reimbursement to the education institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.

**EXHIBIT E**

4. The education institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
  - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
  - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the education institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the education institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two (2) years following the last day of the month or reimbursement to the education institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.



## Office of Statewide Health Planning and Development



Administrative Services Division  
400 R Street, Suite 359  
Sacramento, California 95811-6213  
(916) 326-3200  
Fax (916) 322-2530  
www.oshpd.ca.gov

March 25, 2008

LA County Department of Health  
313 N. Figueroa Street, Room 912  
Los Angeles, CA 90012  
Attn: Maria Caballero

Subject: Agreement Number 08-9061

In an effort to streamline the way the State of California conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of agreement language and documentation. You will note that in the new format of the Standard Agreement (STD 213), a copy of the General Terms and Conditions (GTC) is not provided. The GTC are available on the Internet at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language) and may be downloaded and printed for your files. However, if you do not have Internet capabilities, you may request a hard copy by contacting the person listed in the paragraph below.

**Complete the following item(s) and return to the undersigned at the address stated above.**

- ☒ **X** Standard Agreement (STD 213) with attached exhibits. Sign the first page of each standard agreement package (STD 213) enclosed. Keep 1 copy for your records and return remaining documents for further processing. If there are changes to your name, address, etc. you must "initial" any changes made to avoid the contracts being returned and causing a delay.
- ☒ **X** Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.
- ☒ **X** Contractor Certification Clauses (CCC). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. It is available on the Internet site referenced in paragraph one above. Please sign and return the first page of the current CCC. Failure to do so will prohibit the State of California from doing business with your company.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. Expedious handling of this Agreement is appreciated. For inquiries regarding this Agreement, please contact the Program with whom your contract has been negotiated, or the undersigned at (916) 326-3211.

Sincerely,

*Sylvia Britt*

Sylvia Britt  
Business and Contract Services  
Enclosure(s)



AGREEMENT NUMBER

**08-9061**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Office of Statewide Health Planning and Development

CONTRACTOR'S NAME

Los Angeles County Department of Health Services

2. The term of this Agreement is: 07/01/2008 through 06/30/2010

3. The maximum amount of this Agreement is: \$ 87,500.00  
Eighty Seven Thousand Five Hundred Dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 1 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit C\* – General Terms and Conditions GTC307

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 2 page(s)

☐ Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 4 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Department of Health Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1237 North Mission Road  
Los Angeles, CA 90033

**STATE OF CALIFORNIA**

AGENCY NAME

Office of Statewide Health Planning and Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Pattye Nelson, Interim Contract Services Manager

ADDRESS

400 R Street, Room 359, Sacramento, Ca 95811

**California Department of General  
Services Use Only**

☐ Exempt per:

**EXHIBIT A****SCOPE OF WORK**

## 1. Contractor agrees to the following:

- A. Under the direction of the Director of the Los Angeles County College of Nursing and Allied Health, continue the "Designed to Succeed" NCLEX Review Program. This highly individualized and comprehensive course is geared toward at-risk nursing students. All participants from this course commit to working as Registered Nurses for at least two years in an underserved area of Los Angeles County.
- B. Submission of a progress report evaluating the program's effectiveness after one (1) year of the award date.
- C. Submission of a complete final report including data outcomes on the special program at the end of the Contract period.

## 2. OSHPD agrees to provide:

- A. The Program Director of the Registered Nursing Education Program, the current fiscal year's (07-01-2008 to 06-30-2009) master certification form and instructions by September 30<sup>th</sup> of the current fiscal year.

## 3. The program representatives during the term of this Contract will be:

State Agency: Office of Statewide Health Planning & Development	Training Program: Los Angeles County College of Nursing and Allied Health
Name: Manuela Lachica, Program Director	Name: Nancy Miller, Program Director
Phone: (916) 326-3752	Phone: (323) 226-6511
Fax: (916) 322-2588	Fax: (323) 226-6427
E-mail: <a href="mailto:mlachica@oshpd.ca.gov">mlachica@oshpd.ca.gov</a>	E-mail: <a href="mailto:nmiller@lacusc.org">nmiller@lacusc.org</a>

Direct all Contract inquiries to:

State Agency: OSHPD	Contractor: Los Angeles County Department of Health Services
Section/Unit: Health Care Workforce and Community Development Division	Section/Unit: Designed to Succeed-NCLEX Review Program
Attention: Terrie Smith Program Analyst	Attention: Maria Caballero, Dean
Address: 400 R Street Sacramento, CA 95811	Address: 1237 North Mission Road Los Angeles, CA 90033
Phone: (916) 326-3754	Phone: (323) 226-4911
Fax: (916) 322-2588	Fax: (323) 226-6343
E-mail: <a href="mailto:tsmith@oshpd.ca.gov">tsmith@oshpd.ca.gov</a>	E-mail: <a href="mailto:mcaballero@lacusc.org">mcaballero@lacusc.org</a>

**EXHIBIT B**

The OSHPD shall reimburse the Contractor for the expenses incurred in providing the services outlined in Exhibit A in accordance with the following schedule:

**FISCAL YEAR: 07-01-2008 to 06-30-2009****OTHER COSTS:****Total Reimbursement  
Not to Exceed:**

Contract Nurse Instructors

\$32,625

Instructional Materials

\$11,125

**Sub-Total for Fiscal Year: 07-01-2008 to 06-30-2009****\$43,750.00****FISCAL YEAR: 07-01-2009 to 06-30-2010****OTHER COSTS:****Total Reimbursement  
Not to Exceed:**

Contract Nurse Instructors

\$32,625

Instructional Materials

\$11,125

**Sub-Total for Fiscal Year: 07-01-2009 to 06-30-2010****\$43,750.00****Contract Total****\$87,500.00**

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Payment**

- A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications as specified in this Article, Item C, OSHPD agrees to compensate Los Angeles County Department of Health Services for actual expenditures incurred in accordance with the rates specified in Exhibit B page 1 of 2.
- B. Charges/rates shall be computed in accordance with the budget on page 1 of Exhibit B. The cost of each major budget category may vary up to 15% within each Fiscal Year (FY) without OSHPD approval so long as the total amount budgeted for the FY is not exceeded.
- C. Quarterly certifications shall include the Contract Number, the names of the people employed under this Contract, and a certification by the Director of the Registered Nurse Education Program (original signature) that each person was engaged in activities authorized by this Contract. These documents shall be submitted on a quarterly basis in arrears to:

Terrie Smith, Program Analyst  
Song-Brown Training Program  
Office of Statewide Health Planning and Development  
400 R Street, Room 330  
Sacramento, CA 95811

- D. A final quarterly certification shall be submitted within 120 days after the Contract has ended (i.e., Contract ends June 30<sup>th</sup>, final certification is due by October 30<sup>th</sup>). If contractor fails to submit a final certification within 120 days after the Agreement has ended, the monies revert back to OSHPD.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, OSHPD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, OSHPD shall have the option to either cancel this Contract with no liability occurring to OSHPD, or offer a Contract amendment to Contractor to reflect the reduced amount.

**EXHIBIT D****SPECIAL TERMS AND CONDITIONS****1. RESOLUTION OF CONTRACT DISPUTES:**

Any dispute arising under this Contract, which cannot be resolved at the State Program Administrator level nor at the Director's level of the Department (OSHDP) signing this Contract shall be submitted to non-binding arbitration after the following process, has been completed:

- (A) The Contractor first discusses a problem informally with the Song Brown Health Care Workforce Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce and Community Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.
- (B) The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the findings and decision.
- (C) Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to binding arbitration.
- (D) Binding Arbitration
  - (1) At the option of the parties, binding arbitration of a dispute of grievance may be sought. Each party shall provide written notice to the other of an intention to exercise this provision. Both parties must agree to submit to arbitration. The dispute or grievance shall be resolved by a panel of three (3) experts in the particular field of dispute. Each party shall have the right to select one (1) panelist. If the party does not exercise that right within ten (10) working days after written Contract to submit to arbitration, the other party may select one (1) additional panelist. The selected panel will then select a third member.
  - (2) The panel shall set a hearing day, time and place convenient to both parties within thirty (30) working days of panel selection. Each party shall submit a written statement to the panel and the opposing party issues and arguments to be presented within five (5) working days of the hearing date. The hearing shall be informal with an opportunity for both parties to present their arguments. A court reporter may be present at the expense of the requesting party. The panel shall provide the parties with a written decision within thirty (30) working days of the hearing. The decision shall be binding to parties.

**EXHIBIT D**

- (3) The costs of the arbitration panel shall be borne equally by the parties. At the option of the parties, these costs may be deducted from any balance of the contract funds. Both parties must agree, in writing, to utilize Contract funds to reimburse the arbitration.

EXHIBIT E

**ADDITIONAL PROVISIONS**

**1. Registered Nurse Standards Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.**

- I. Each Registered Nursing Education Program approved for funding under the Song-Brown Family Physician Training Act (hereinafter "the Act") shall be operated by an accredited California School of Nursing or shall be approved by the Regents of the University of California or by the Trustees of the California State University and Colleges, or the Board of Governors of the California Community Colleges, and shall be approved by the Board of Registered Nursing pursuant to Section 2834-2837, Article 8, Chapter 6, Div. 2, of the Business and Professions Code.
- II. Each Registered Nursing Education Program approved for funding under the Act shall include a component of clinical experience and curriculum in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare nurses for service in such neighborhoods or communities.
- III. Appropriate strategies shall be developed by each nursing education institution receiving funds under the Act to encourage nursing students who are educated in programs funded by the Act to enter into practice in underserved areas for nurses within California as defined by the Healthcare Workforce Policy Commission (hereinafter referred to as "areas of unmet need"). Such strategies shall incorporate the following elements:
  - A. An established procedure to identify, recruit, and admit nursing students who possess characteristics which would suggest a predisposition to practice in areas of unmet need, and who express a commitment to serve in areas of unmet need.
  - B. An established counseling and placement program designed to encourage nursing program graduates to enter practice in underserved areas.
  - C. A program component such as a preceptorship experience in an underserved area, which will enhance the potential of nursing program graduates to practice in such an area.

**2. Registered Nursing Contract Criteria Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.**

- I. Contract Awards
  - A. Each contract entered into, pursuant to the Song-Brown Family Physician Training Act, Health and Safety Code, Sections 128200, et., (hereinafter "the Act"), shall be based on the recommendation of the Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the Healthcare Workforce Policy Commission official minutes.

**EXHIBIT E**

- B. Each contract shall be for a purpose authorized by the Healthcare Workforce Policy Commission Standards for Registered Nursing Education Programs.
- C. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the Healthcare Workforce Policy Commission Standards for Registered Nursing Education Programs.
- D. Purpose for Which Contract Funds May be Expended
  - 1. Contract funds may be expended for any purpose which the educational institution judges will most effectively advance the education of nursing students, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the nursing education institution.
  - 2. Contract funds may be used for expenses incurred for the provision of nursing education, including faculty and staff salaries, nursing student stipends, alterations and renovations necessary to the provision of the nursing education programs, and supplies and travel directly related to the nursing education program.
  - 3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract.

**II. Contract Terms**

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the contract, which shall be in accordance with recommendations of the Healthcare Workforce Policy Commission.
- B. Payment shall be made quarterly in arrears on the basis of amounts set forth by the Contractor with final invoice submitted within 120 days of contract's end to the Healthcare Workforce and Community Development Division. The invoice shall include the name of the person employed under this contract, certification by the Program Director that the person was engaged in activities authorized by this Contract, and costs to the Contractor for the services for which reimbursement is sought. The required invoice format shall be provided to the Contractor prior to the effective date of the Contract.
- C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the Healthcare Workforce Policy Commission. Transfer of funds between budget categories is permitted only with express written permission of the Deputy Director of the Healthcare Workforce and Community Development Division, and only when not prohibited by other provisions of these Contract Criteria.



**EXHIBIT E****III. Accounting Records and Audits****A. Accounting**

Accounting for contract funds will be in accordance with the education institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Education institutions may elect to commingle capitation funds received under the Act with any other income available for operation of the nursing education program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

1. The accurate and timely separate identification of funds received under the Act.
2. The separate identification of expenditures prohibited by the contract criteria.
3. An adequate record of proceeds from the sale of any equipment purchased by funds received under the Act.

**B. Expenditure Reporting**

Reports of nursing education program expenditures and enrollment of nursing students under the contract must be submitted as requested by the Commission or the Director of the Office of Statewide Health Planning and Development for purposes of program administration, evaluation, or review.

**C. Record Retention and Audit**

1. The education institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
2. The education institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
3. The education institution agrees to make available at the office of the education institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.

EXHIBIT E

4. The education institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
  - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the education institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the education institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two years following the last day of the month or reimbursement to the education institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.